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#### Contract Database Metadata Elements

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Union: **Broadalbin-Perth Teachers Association**

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# Agreement

between

Board of Education  
Broadalbin-Perth Central School District  
Broadalbin, New York

and

Broadalbin-Perth Teachers Association

July 1, 2004 – June 30, 2007

**RECEIVED**

DEC 12 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **ARTICLE 1**

### **EFFECTIVE DATE**

- 1.1 This agreement, entered into the first day of July 2004, by and between the Board of Education of the Broadalbin/ Perth Central School District, hereinafter called the "Board," and the Broadalbin/Perth Teachers Association, hereinafter called the "Association."
- 1.2 WHEREAS, the Board has a statutory obligation pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and
- 1.3 WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,  
  
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- 1.4 Now, therefore, it is mutually agreed as follows: This agreement shall constitute the full and complete commitment between both parties and commitment may not be altered, changed, added to, or modified except by the mutual consent of the parties in writing and signed as an amendment to this agreement.

## **ARTICLE 2**

### **RECOGNITION**

- 2.1 The Broadalbin/Perth Board of Education recognizes the Broadalbin/Perth Teachers Association as the exclusive collective negotiation representative of a unit, which comprises all teaching personnel including physical therapist, occupational therapist, guidance counselors, social workers, school psychologists, and CSE chair.
- 2.2 The parties agree to extend the period of unchallenged representation status for the maximum period authorized by law.
- 2.3 It is understood that nothing contained in this agreement shall be considered to prevent the Superintendent of Schools or any Central School Officer from meeting with any individual or organization to hear views on any matter.
- 2.4 No individual or group other than the authorized representatives of the Association shall engage in any negotiations with the Board or its authorized representatives on their own behalf or on behalf of any teacher or group of teachers.

**5.2 Conference Expenses**

- 5.2.1 All approved expenses will be supported by receipts. Each teacher will be provided with a voucher prior to the date of the conference.

**5.3 Conference Location**

- 5.3.1 All conferences are to be within the State of New York or within a 300-mile radius of Broadalbin/Perth and for a period of no longer than three (3) school days. The Superintendent may withdraw monies authorized for conferences upon 15 days prior notice to the teacher, with reasons for such action cited in writing.

**ARTICLE 6**

**DUES DEDUCTION**

- 6.1 The Board will, upon notification by a member of the Association, collect AFT, NYSUT, and local dues over a twelve(12) paycheck period, in near equal installments, commencing with the second paycheck of the school year. Vote/COPE will be collected in one lump sum. United Way will be collected as elected by the employee.
- 6.2 It shall be assumed that all previous members, not notifying the Board to the contrary, wish to continue dues deductions in the manner described above.
- 6.3 In the event a member wishes to have his/her aforementioned dues deducted, he/she must notify the Board before the Friday prior to the second paycheck.
- 6.4 Members employed after October 1 will have the option to divide their dues deduction so that it terminates the same as in Section 6.1.

- 7.3.2 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to the parties in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- 7.3.3 If a teacher or the Association does not present a grievance to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance is waived. A dispute as to whether a grievance has been waived under this section shall go immediately to Level Three. If a grievance is not processed through the levels of this procedure within the time limits specified, then it shall be withdrawn if the aggrieved person is responsible.
- 7.3.4 The same grievance may not be presented more than once on any one level during one year.
- 7.3.5 The grievance presented on upper levels must be identical to the grievance presented at Level One.
- 7.3.6 Each formal grievance shall be submitted in writing on a form approved by the Board and the Association, and shall identify the aggrieved party and the provisions of this Agreement or the alleged traditional work practice involved in the grievance, the time and place of the alleged events, and redress sought by the aggrieved party. (See Appendix D)
- 7.4 **Stages**
- 7.4.1 **Level One**
- 7.4.1.1 An aggrieved person either directly or through his/her Association Representative shall file the grievance in writing using the appropriate form with the Superintendent of Schools or his/her designee.
- 7.4.1.2 Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person(s) and/or his/her designee in an effort to resolve it.
- 7.4.2 **Level Two**
- 7.4.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, and the grievance involves a question concerning the interpretation or meaning of the contract, he/she may file the grievance in writing with the Chair of the Grievance Committee of the Association within ten (10) school days after the decision of the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent.

**7.6 Group or Class Grievance**

- 7.6.1 If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. In such a group or class grievance, the Grievance Committee shall have the same status as a grievant.
- 7.6.2 Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest and to the Chair of the Grievance Committee.
- 7.6.3 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
- 7.6.4 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Board and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.

**ARTICLE 8**

**HEALTH INSURANCE**

**8.1 Coverage**

- 8.1.1 For members of the unit appointed prior to July 1, 1985, the Board of Education agrees to pay ninety percent (90%) of the premium for individual, two person, or family coverage during the contract period.
- 8.1.2 For members of the unit appointed after July 1, 1985, the Board of Education will pay eighty-five percent (85%) of the cost of individual, two-person or family coverage.
- 8.1.3 The District shall continue to implement the pre-tax dollar benefits provided, pursuant to Section 125 of the U.S. Internal Revenue Code (IRS 125), effective September, 1996.
- 8.1.4 Parties agree that from July 1, 1996, on forward the District will provide only one individual, one 2-person, or one family coverage plan. If the district employs his/her spouse, a second 2-person or family plan will not be provided.
- 8.1.5 Members of the unit will maintain the existing lifetime cap of \$2,000 per covered individual, as per page 35 of the Section 11 (3) (B) of the 1995-96 Fulmont Health Trust Benefits book.



#### **8.4 Prescription Plan**

- 8.4.1 For members of the unit appointed prior to July 1, 1985, the Board agrees to pay ninety percent (90%) of the cost of the Prescription Plan for individuals and dependents. For unit members appointed on or after July 1, 1985, the Board agrees to pay seventy-five percent (75%) of the cost of the Prescription Plan for individuals. For unit members appointed on or after July 1, 1985, who opt for dependent coverage under the Prescription Plan the Board will pay fifty percent (50%) of the excess cost of a dependent prescription policy over the cost of individual coverage.

#### **8.5 Dental Plan**

- 8.5.1 The Board agrees to pay dental insurance under the eighty percent (80%) plan of Blue Shield of Northeastern New York, including Rider A that includes more extensive care. Prosthetics, Periodontics, and/or Orthodontics are excluded from this policy.

#### **8.6 Retiree Health Insurance Coverage**

- 8.6.1 For unit members that contribute 10% of their health premium, the Board of Education agrees to contribute 75% of the cost of an individual plan or 60% of a two-person or family plan during retirement.
- 8.6.2 For unit members that contribute 15% of their health premium, the Board of Education agrees to contribute 50% of the cost of an individual plan or 35% of a two-person or family plan during retirement.
- 8.6.3 For unit members contributing 15% of their health premium, the Board of Education further agrees to increase its rate of contribution based upon accumulated sick days. The Board will increase its contribution, in retirement, by 1% for each ten (10) days accrued above fifty (50) days up to a maximum additional contribution of 25% for a teacher that has reached three (300) accumulated days.
- 8.6.4 The Board shall continue to maintain the contribution rate at the same level as when the member retired.

#### **8.7 Life Insurance**

- 8.7.1 Life insurance coverage will be provided by the Board for the teachers as follows: Maximum \$10,000 coverage, disability clause and conversion clause. Amount paid by the Board will be approximately seventy-five percent (75%) (\$1600) of the cost of the program, whichever is greater.

#### **8.8 Health Insurance Review Committee**

- 8.8.1 The District and the Association agree to explore options in health insurance coverage in the areas of, but not limited to, prescription coverage associated with HMO plans, retiree health coverage, saving funds for the retiree and the district, the coverage waiver

## ARTICLE 11

### LEAVES

#### 11.1 Short Term Leaves

##### 11.1.1 Sick Leave

- 11.1.1.1 Members of the Association shall be granted ten (10) sick days per contract year when not on tenure and fifteen (15) sick days per contract year when on tenure without loss of pay. The maximum accumulation of sick days for unit members employed prior to July 1, 1985 is one hundred eighty (180) days. The accumulation of sick days for unit members employed after July 1, 1985, follow the guidelines specified by article 8.6.3.
- 11.1.1.2 Any unit member that pays 10% of their health insurance and accrues more than one hundred eighty (180) days of accumulated sick leave shall be compensated for days in excess of one hundred eighty (180) at the end of each school year. The compensation rate shall be \$75 per day for each day during the school year that the excess sick days were accumulated. Unit members that pay 15% of their health insurance are not paid for any days they accrue above their maximum.
- 11.1.1.3 Sick leave shall be used for family illness. "Family" includes spouse, children, or other persons residing in the household.
- 11.1.1.4 If the Board believes that a teacher's attendance pattern suggests an abuse of sick leave, the teacher may be required, in order to receive paid sick leave, to either present a doctor's certificate attesting to personal or family illness or remain at home to personally receive a telephone call from the Board for the purpose of confirming the employee's personal or family illness.
- 11.1.1.5 This procedure shall not be invoked unless justified by the teacher's attendance pattern, and only after the teacher has been notified in writing of the Board's intent to invoke the procedure set forth above.
- 11.1.1.6 The Board's decision to invoke the procedure above may be reviewed pursuant to Article 7 if the teacher believes the Board's actions are arbitrary or capricious.
- 11.1.1.7 Teachers will be notified in September of the number of sick days they have available for the year. Notification will be by the second pay period.

##### 11.1.2 Personal Leave

- 11.1.2.1 Members of the Association will be allowed three (3) personal days per year for conducting personal business without loss of pay. Any unused personal leave days shall be converted and added to the sick leave provision under Section 11.1.1.2.

11.2 **Long Term Leaves**

- 11.2.1 All requests for leaves of absence will be presented in writing to the Board at least sixty (60) days prior to the desired start of the leave. However, in case of emergency or special circumstance, the Board can waive the sixty (60) day period.

11.2.2 **Unpaid Leaves**

- 11.2.2.1 The Board may grant leaves of absence without pay for the following purposes and up to two years duration:  
Illness of employee or immediate family  
Personal reasons  
Exchange teaching  
Graduate study and/or travel for professional advancement purposes

11.2.3 **Family Leave**

- 11.2.3.1 Family leave without pay not to exceed two (2) years will be granted to a teacher upon written application to the Superintendent of Schools. Such application shall be made within three (3) months before the expected birth of the child. If the application is for a period of one (1) year or less, the leave will be extended for a period up to one (1) year upon written application. In the case of an interrupted pregnancy, the leave may be terminated upon written request accompanied by the certification of a physician that the teacher is physically fit to resume work. Consistent with the Education Law, Section 193, a school district may require a confirming opinion by the school physician.
- 11.2.3.2 For non-tenure teachers, family leave shall not serve in lieu of service in meeting the requirements for serving the probationary period.
- 11.2.3.3 A teacher will not accumulate additional leave days nor advance steps during family leave.
- 11.2.4 Other extended leaves may be decided by the Board on the basis of merit.

**ARTICLE 12**

**NEGOTIATION PROCEDURES**

- 12.1 Negotiations will begin between November 15 and December 1. All proposals will be submitted in draft form no later than January 15, with salary proposals to be submitted no later than January 20.
- 12.2 It is contemplated that terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may, from time to time, arise of vital mutual concern to the

- 14.2 Teachers shall engage in the number and types of teaching duties that have been used in the past in the school system, recommended by the State Department of Education, and required by law. Any extension of time, teaching duties, or responsibilities will be accompanied by the proportionate increase in compensation based upon the salary for the teacher's regular duties.
- 14.2.1 Unit members whose responsibilities extend twenty (20) days beyond the regular school year will be compensated at the rate of 10% of their salary.
- 14.2.2 Unit members that volunteer to engage in teaching duties or responsibilities outside the regular school day may be compensated with flex time.
- 14.2.3 Unit members that volunteer to teach a seventh class will be compensated an additional 1/7 their salary.
- 14.3 Teachers will allot one day a week to stay after school for the honoring of student requests for extra help. The teacher may leave after fifteen (15) minutes if no student appears.
- 14.4 Exceptions to the above shall not apply to teachers who volunteer for extra curricular duties for which compensation is rendered, nor administrative meetings, parent/ teacher conferences, or emergency situations.
- 14.5 When changes are made in the Teacher's Handbook which effect working conditions, these changes will be developed through negotiations or by mutual consent of the Association and the Board.
- 14.6 Teachers will place grades on student report cards.
- 14.7 Elementary teachers will have a thirty (30)minute duty-free lunch period and at least an additional thirty (30) minutes free from student supervision each day. Where scheduling prohibits this, a minimum of one hundred fifty (150) minutes per week will be established.
- 14.8 Secondary teachers assigned six teaching periods shall be exempt from cafeteria duty. Reasonable attempts will be made to exempt them from other duty assignments.
- 14.9 A summer school class at the secondary and middle school level is defined as sixty (60) hours over the summer session. It will consist of 45 hours of class time and 15 hours of preparation. If the regents exam is given outside of the defined class, teachers will be compensated at the summer school rate.
- 14.10 An Elementary summer session consists of classes and preparation time totaling ninety (90) hours. A minimum of 30 minutes of preparation time per day will be provided.

- 15.10 Professional employees on sabbatical leave of absence shall not engage in full-time employment nor in full-time study for another trade or profession; nor may he/she substitute teach or teach at another school or institution, public or non-public for any compensation. Any violation of this stipulation will result in the immediate withdrawal of all benefits provided under this article. Any benefits paid to this point must be returned in full to the Broadalbin/Perth Central School District, as provided for in Section 15.7 of this article.
- 15.11 Professional employees chosen for a sabbatical leave will not be able to leave on same before a replacement is found.
- 15.12 Sabbatical leave shall be granted to those teachers who meet all other criteria set forth in this article and who provide the Board with a sabbatical leave program proposal which:
  - 15.12.1 Identifies only areas of study contemplated.
  - 15.12.2 Includes only areas of study within the teacher's teaching field.
  - 15.12.3 Identifies specific courses to be taken as soon as available but prior to commencement of sabbatical leave.
  - 15.12.4 Provides a statement of the professional development which can reasonably be expected as a result of the planned graduate study.
  - 15.12.5 Where the sabbatical is not for graduate study, the teacher must provide a statement of the specific sabbatical activities in which he/she plans to engage and an acceptable statement of the professional development which the Board can expect as a result of the sabbatical activity.

## **ARTICLE 16**

### **SCHOOL BUDGET**

- 16.1 As soon as the completed proposed budget is ready for distribution to the school district voters, a copy shall also be provided to the negotiation committee of the Association.
- 16.2 The following financial data shall be provided to the negotiation committee of the Association: SBM-1, ST-3, one copy each.

## ARTICLE 19

### TEACHING CREDIT

- 19.1 There will be full credit on years of service on the salary schedule granted by the Board for military service if the teacher leaves the Broadalbin/Perth Central School District to enter the service.
- 19.2 The Board may grant full credit for prior teaching service or for service related to the teacher's area of certification.

## ARTICLE 20

### TEACHER EVALUATION

- 20.1 The evaluation process holds the employee accountable for the competent and efficient performance of those specific services, which the employee is employed to render. The evaluation process maintains the integrity and professionalism of the organization and becomes the organization's method of holding employees accountable for the competent and efficient performance of services.
- 20.2 Definitions
  - 20.2.1 Supervision is the activity of management designed to result in improvement of the instructional program. It provides direction to the total program or of a specific area of the curriculum. It encompasses the diagnosis of employee strengths and weaknesses and provides a procedure for informing employees of these strengths and weaknesses. The goal of supervision is the delivery of quality instruction by each and every employee.
  - 20.2.2 Evaluation is the oral and written appraisal of the factors included in the supervisory process based on standards and objectives as set forth in an evaluation instrument prepared and distributed to employees.
  - 20.2.3 Observation is the means by which management gathers data for the purpose of supervision and evaluation.
- 20.3 In recognition of the above it is mutually agreed that teachers are paid to perform certain duties which shall be regarded as appropriate and commensurate with their professional training and unique competence. The administration shall distribute at the beginning of each school year copies of the APPR plan which includes an evaluation instrument. Teachers beginning after the commencement of the school year shall receive a copy of the APPR plan within two (2) weeks of this appointment. (See Handbook)
- 20.4 Each non-tenured teacher shall be evaluated according to the APPR plan. (See Handbook)

- 22.3.3 The committee will meet a minimum of ten (10) times annually with the specific schedule determined annually. Meetings will alternate between released time and employee time. Employee time will be limited to two (2) hours unless otherwise waived. Meetings in excess of ten (10) shall either be on released time or compensated at the hourly rate for curriculum work.

22.4 **Curriculum Coordinator**

- 22.4.1 Curriculum Coordinators will be appointed annually in the following areas:  
K-4– Mathematics, Science, Social Studies, English/Language Arts  
5-8 – Mathematics, Science, Social Studies, English/Language Arts  
9-12 - Mathematics, Science, Social Studies, English/Language Arts  
K-12 – Languages other than English, Music, Art, Practical Arts, Technology, Pupil Services, Academic Intervention Services, Physical Education & Health, Library-Media, Special Education, or additional areas as determined by the District
- 22.4.2 The responsibilities of the Curriculum Coordinator will include: Participate monthly in district wide Curriculum Council or other district wide forum as agreed by the Curriculum Council. Work collaboratively with Curriculum Council and District Administration to design, disseminate, and implement curriculum initiatives in fulfillment of Board of Education goals; participate monthly with the building principal or an administrator designated by the building principal to design and disseminate building level curriculum initiatives; conduct a monthly meeting of department faculty. Disseminate curriculum initiatives as determined in meetings of the Curriculum council and/or in meetings with the building principal. Work collaboratively with building level faculty to implement curriculum initiatives designed to meet higher learning standards in fulfillment of Board of Education goals; represent the department in curriculum matters that may arise on the building and/or district level.
- 22.5.3 The position of curriculum coordinator will not constitute a separate tenure area.

**ARTICLE 23**

**RETIREMENT INCENTIVE**

23.1 **Retirement Plan I**

- 23.1.1 Any employee who has taught in Broadalbin/Perth Central School District at least ten (10) years shall be eligible to receive the Retirement Incentive as follows:
- 23.1.1.1 Must be eligible to retire under the New York State Teachers' Retirement System (NYSTRS) guidelines (age 55 years or older).

- 23.2.6 The following rules will be applied in the event the additional three years of service provided for by Plan II are not completed.

**23.3 Voluntary Separation**

- 23.3.1 If the teacher voluntarily terminates employment with the Board at any time during the three-year period provided for by Plan II, he/she will be eligible for the retirement payment available under Plan I on the date of the actual separation from employment with the Board less any additional earnings generated by Plan II.

**23.4 Death or Incapacitation**

- 23.4.1 If the teacher dies prior to completion of the additional three-year service period, any increased earnings generated by the plan shall become a part of the teacher's estate, and the Board shall relinquish any claim to these increased earnings.
- 23.4.2 If the teacher becomes incapacitated as determined by the school physician, the teacher shall be eligible for the retirement payment available under Plan I less any additional earnings generated by Plan II.

**23.5 Retirement Incentive Committee**

- 23.5.1 A committee will be formed to explore retirement incentive options during the term of the agreement and well before members are eligible to exercise such retirement option.

**ARTICLE 24**

**SICK LEAVE BANK**

**24.1 Sick Bank**

- 24.1.1 The District and Association agree to continue the teacher sick bank as described in the sick bank policy. (See Appendix E).

**ARTICLE 25**

**EMPLOYEE ASSISTANCE PROGRAM**

- 25.1 The District and Association agree to continue the Employee Assistance Program (EAP) as described in the EAP Policy. (See Handbook)



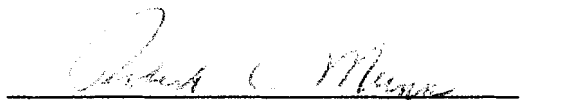
## ARTICLE 28

### DURATION

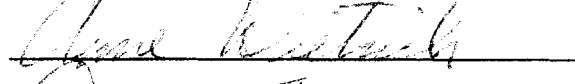
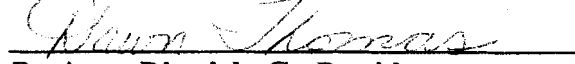
- 28.1 This contract shall be effective as of July 1, 2004, and continue in effect through June 30, 2007, subject to an annual reopening as follows:
- 28.1.1 In the event either party wishes to amend this Agreement, notice may be given by September 1 of each year during the life of this Agreement. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article 2 of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such time as may be mutually agreeable to the parties.
- 28.2 If any provision of this agreement or any application of the agreement should be found contrary to law to either of the parties, then such provision or application shall not be deemed valid and will automatically be stricken from the agreement; but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 20<sup>th</sup> day of December 2004.

**Broadalbin-Perth Central School District**

  
By Mr. Robert C. Munn, Superintendent

**Broadalbin-Perth Teachers Association**

  
  
By Anne Dietrich, Co-President  
Dawn Thomas, Co-President

## APPENDIX B

### COACHING SALARY SCHEDULE CATEGORIZATION\* 2004 - 2006

**I.**  
Head Football  
Head Basketball  
Head Wrestling

**II.**  
Head Soccer  
Head Volleyball  
Head Cross Country  
Head Indoor Track  
Head Baseball/Softball  
Head Outdoor Track

**III.**  
Head Golf  
Head Bowling  
Cheerleading-Football  
Cheerleading-Basketball

**IA.**  
Assistant Football  
Assistant Basketball

**IIA.**  
Assistant Soccer  
Assistant Volleyball  
Assistant Indoor Track  
Assistant Baseball/Softball  
Assistant Wrestling  
Assistant Outdoor Track

**IIIA.**  
Assistant Cheerleading

**IB.**  
Modified Basketball

**IIB.**  
Modified Soccer  
Modified Volleyball  
Modified Baseball  
Modified Wrestling  
Modified Outdoor Track  
Modified Softball

**IV.**  
Strength and Conditioning  
(Yearly position)

**V. Support**  
Weight Training  
Timekeeper (2 games)  
Timekeeper (3 games)  
Scorekeeper

\*Placement in categories may change in the future, due to enrollment or other considerations.

#### Coaching Salary Schedule 2004-2006

| Category      | I    | IA   | IB   | II   | IIA  | IIB  | III  | IIIA | IV   |
|---------------|------|------|------|------|------|------|------|------|------|
| <b>Step 1</b> | 3432 | 2574 | 1550 | 2600 | 1950 | 1500 | 1560 | 1170 | 4200 |
| <b>2</b>      | 3536 | 2652 | 1650 | 2704 | 2028 | 1600 | 1664 | 1248 | 4300 |
| <b>3</b>      | 3640 | 2730 | 1750 | 2808 | 2106 | 1700 | 1768 | 1326 | 4400 |
| <b>4</b>      | 3744 | 2808 | 1850 | 2912 | 2184 | 1800 | 1872 | 1404 | 4500 |
| <b>5</b>      | 3848 | 2886 | 1950 | 3016 | 2262 | 1900 | 1976 | 1482 | 4600 |

**V - Support**  
Weight Training 800  
Timekeeper (3 games) 800  
Timekeeper (2 games) 600  
Scorekeeper 1000

## **COACHING SALARY SCHEDULE ADDITIONAL COMPENSATION**

Longevity pay will be \$165 for every 5 years of coaching within the same sport.

All post season compensation will be paid to the coach or coaches involved with team members in post season play as follows:

\$100 for each coach involved with 1-5 team members.

\$200 for each coach involved with a team greater than 5 members.

Post season is defined as any competition following the last regular season game for:  
volleyball, football (9 games), soccer, golf, baseball and softball

And as any competition following completion of the first sectional contest for:  
basketball, wrestling, bowling, track, indoor track, and cheerleading.

Any sport where the length of season is predictable will not be entitled to post season compensation until entering into the unforeseen portions of the schedule.

1 year credit for head coach will be granted for 2 years assistant in same sport (in same sport includes men's or women's)

**APPENDIX D**  
**GRIEVANCE FORM**

**DATE:**

**NAME:**

**POSITION:**

**STAGE GRIEVANCE FILED:**

**DATE OF GRIEVANCE:**

**STATE THE NATURE OF THE GRIEVANCE:**

**STATE SECTIONS OF THE AGREEMENT VIOLATED:**

**STATE REMEDY SOUGHT:**

**GRIEVANT:**

**DATE:**

\_\_\_\_\_  
**FOR THE ASSOCIATION**

**DATE:** \_\_\_\_\_

days from the sick leave bank in the course of a school year provided the governing conditions are met. Part-time employees may be eligible for pro-rated benefits.

c) SOURCE OF SICK BANK DEPOSITS

- 1) The maximum number of days each unit member may contribute to the sick bank in any school year is three (3).
- 2) The maximum number of days that may accrue in the bank is 250 plus one for each teacher on staff at the beginning of the school year.
- 3) Replenishment of the sick bank will occur when the accumulated days reaches 250. At that time all participating members will contribute one (1) additional day.
- 4) To establish the bank and/or to establish eligibility in the bank, tenured teachers must contribute three (3) sick days while non-tenured teachers must contribute one (1) day. Following the granting of tenure, participating members who were previously non-tenured will contribute two (2) additional days to maintain eligibility. Participation is purely voluntary.

GENERAL RULES

- 1) Any changes to the rules of the sick bank shall be submitted to the sick bank committee who, in turn, will submit said recommendations to the Superintendent and Association for study and possible mutual agreement.
- 2) Unit members are eligible for sick bank benefits to cover:
  - a) extended personal illness, and/or
  - b) catastrophic illnesses of family. "Family" includes spouse, children, and/or other family members residing in the household. Such use shall be subject to the approval of the Superintendent.

## **V. AUDIO-VIDEO RECORDINGS**

Any program delivered from this school district for the purpose of educating children shall be taught by a qualified bargaining unit member. Due to the interactive nature of the technology, the transmission should be live; subsequent use of taped recording of live transmission should be used solely for instructional purposes.

Any audio-visual recording of the classes made in the host district are the property of the host district and the district shall make such recording available for the teacher's personal professional, non-commercial use. Such recordings will not be used in connection with teacher evaluation.

No participating district shall make any audio-visual recordings without the knowledge of the sending teacher. It is expected that the makings of recordings will be solely for the purpose of aiding students enrolled in the course.

In the event the Distance Learning Program is transmitted over public access cable television as part of the regular instructional program, the transmitted program shall be broadcast using a scramble signal and the receiving district shall use a descrambler for instructional purposes.

## **VI. SCHEDULING**

The calendar of the host district shall be used for each course being taught.

The time of transmission will be determined by the district within the normal confines (starting and ending time) of the daily schedule of classes.

The intent of the parties is to provide Distance Learning Programs that will not result in the undue fragmentation of adjacent class periods in which Distance Learning Program students are enrolled.

The Distance Learning Course shall not adversely affect the preparation or work load of the remainder of the unit members in any of the participating districts.

## **VII. MAINTENANCE**

The transmitting teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson, or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities should be minimal, and appropriate training provided.

## **XII. TEXTBOOKS & RELATED MATERIALS**

Textbooks and related materials for Distance Learning courses are determined by the transmitting district.

## **XIII. OFF SITE ORIGINATION**

Teachers will be permitted and encouraged but not required to transmit at least once each semester from each district that receives his/her course. The school district will provide adequate time and pay appropriate expenses.

## **XIV. RECEIVING DISTRICT**

A district employee shall be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and to be a liaison with the sending teacher. If the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility, unless said employee was hired expressly for that purpose.

If the district assigns a teacher to supervise a receiving class, such assignment shall be in accordance with the provision of the collective bargaining agreement.

There will be a designated employee at each receiving school to provide inter-school communications, collect and distribute materials, monitor student when directed, and provide student emergency information.

The receiving district shall assume full responsibility and liability for the supervision and maintenance of discipline of students in the receiving school.

## **XV. COLLABORATING ORGANIZATIONS**

Unless otherwise agreed, college courses which give no high school credit may not be received during the school day and for a period of 30 minutes thereafter.

## **XVI. VISITORS**

Visitors will be allowed to view Distance Learning classes only when the following criteria are followed:

1. The visitor must schedule the visit with the host teacher and principal at a time convenient to the host teacher.
2. Visits will be limited to no more than one day per week.

## Appendix H

### Employer Non-Elective Contribution to 403(b) plan Retirement Incentive

1. **Employer Non-Elective Contribution-Retirement Incentive.** The Employer agrees to make an Employer Non-elective contribution to the 403(b) account of each covered employee entitled to a retirement incentive as outlined in Article 23. Such contribution will be subject to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.
2. **No Cash Option.** No employee may receive cash in lieu of, or as an alternative to, any of the Employer's Non-Elective Contribution(s) described herein.
3. **Contribution Limitations.** In the applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

For all members the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year, no later than January 30<sup>th</sup>, as an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code* (which Contribution shall not exceed the maximum amount permitted under the code), and, if necessary, in January of each subsequent year for up to (3) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

4. **403(b) Accounts.** Employer Non-elective contributions shall be deposited into a mutually agreeable 403(b) provider, as long as there is such qualified provider. If no such provider exists, the District and the BPTA will mutually determine the provider. Initially, the provider for the remittal of non-elective employee contributions will be ING Life and Annuity Company. This provider may be changed by mutual agreement but must be utilized by everyone eligible on a prospective basis.
5. **Tier I Adjustments** For tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
6. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
7. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed, meet the requirements of Section 403(b) of the



## Appendix I

### Employer Matching Contribution to 403(b) Plan

1. The employer agrees to make a matching contribution to each eligible employee's 403(b) account in an amount equal to the employee's contribution, per school year, up to the maximum amount listed in Article 27.
2. **No Cash Option.** No employee may receive cash in lieu of, or as an alternative to, any of the Employer's Non-Elective Contribution(s) described herein.
3. **Contribution Limitations.** In the applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Internal Revenue Code, as adjusted for cost-of-living increases.
4. **403(b) Accounts.** Employer matching contributions shall be deposited into a mutually agreeable 403(b) provider, as long as there is such qualified provider. If no such provider exists, the District and the BPTA will mutually determine the provider.
5. **Tier I Adjustments** For tier I members with membership dates prior to June 17, 1971, Employer matching contributions hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
6. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s), which conform, as close as possible, to the original intent of the parties.
7. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section only solely as a matter of form and as the provider of investment products designed, meet the requirements of Section 403(b) of the *Internal Revenue Code*. ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected the ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
8. Both the Employer and Employee are responsible for providing accurate information to the 403(b) provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participants' Includible Compensation.



\$5 Copay / \$0 Deductible



BlueCross BlueShield  
of Utica-Watertown  
An Excelis Company

|   | In-Network           | Out-of-Network  |
|---|----------------------|-----------------|
| <b>Mental Health:</b>                           |                      |                 |
| • Outpatient Mental Health (30 visits per year) | Covered in Full      | Covered in Full |
| • Inpatient Facility (30 days)*                 | Covered in Full      | Covered in Full |
| • Inpatient Professional (30 visits)*           | \$25 Copay           | 50%/Coinsurance |
| <b>General Services:</b>                        |                      |                 |
| • Diagnostic Machine Test                       | Covered in Full      | Covered in Full |
| • Diagnostic X-Ray                              | Covered in Full      | Covered in Full |
| • Diagnostic Laboratory                         | Covered in Full      | Covered in Full |
| • Chemotherapy/Radiation                        | Covered in Full      | Covered in Full |
| • Ambulance (ground)                            | Covered in Full      | Covered in Full |
| • Ambulance (air)                               | Covered in Full      | Covered in Full |
| • Diabetes, Education, Equipment & Supplies     | OV Copay             | Covered in Full |
| • Hospice (120 days)                            | Covered in Full      | Covered in Full |
| • Home Health Care (365 visits)*                | Covered in Full      | Covered in Full |
| • MRI/MRA                                       | Covered in Full      | Covered in Full |
| • Infusion Therapy*                             | Covered in Full      | Covered in Full |
| • Skilled Nursing Facility (120 days*)          | Covered in Full      | Covered in Full |
| • DME and Prosthetic Devices*                   | Covered in Full      | Covered in Full |
| • Short Term Therapies                          |                      |                 |
| PT, OT, ST, Cardiac Rehab, Pulmonary Therapy    | OV Copay             | Covered in Full |
| • Family Planning                               | Covered in Full      | Covered in Full |
| Artificial Insemination                         | 50% Coinsurance      | 50% Coinsurance |
| <b>Emergency Services:</b>                      |                      |                 |
| • Medical Emergency/Accidental Injury           | \$25 Copay per visit | Covered in Full |
| <b>Other:</b>                                   |                      |                 |
| • Eye Glasses, Frames, Contact Lenses           |                      |                 |
| Frames.....                                     |                      | \$50 allowance  |
| Lenses: Single Vision .....                     |                      | \$30 allowance  |
| Bifocal.....                                    |                      | \$40 allowance  |
| Trifocal.....                                   |                      | \$50 allowance  |
| Contact Lenses .....                            |                      | \$60 allowance  |
| • Student dependent coverage to age 25          |                      |                 |
| <b>Prescription Drugs:</b>                      |                      |                 |
| • \$4/\$10                                      |                      |                 |

This is a summary of benefits to be used for comparison only.

Please refer to the BluePreferred-PPO contract for a complete description of available benefits.

1119BB03

# AGREEMENT

by and between the

**BROADALBIN-PERTH CENTRAL  
SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,  
AFL-CIO**



**RECEIVED**

DEC 12 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**Broadalbin-Perth CSD Unit  
Fulton County Local 818**

**July 1, 2004 - June 30, 2008**

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## **ARTICLE I / PARTIES**

The parties to this Agreement shall be the Broadalbin-Perth Central School District (hereinafter referred to as the "**Employer**" or "**District**") and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO (hereinafter referred to as "**CSEA**"), for the Broadalbin-Perth Central School District Unit of the Fulton County Local #818.

## **ARTICLE II / RECOGNITION**

The Employer recognizes the CSEA as sole and exclusive representative for all employees in the Unit described in Article III.

## **ARTICLE III / COLLECTIVE NEGOTIATING UNIT**

Section 1. Included within the bargaining unit are all full-time and part-time employees. Part-time employees are defined as employees who work three or more hours per day, but who do not work the full amount of time established for their job title in Article XIII.

Section 2. Specifically excluded from the bargaining unit are the Superintendent, the Secretary to the Superintendent, the Assistant Superintendent, the Secretary to the Assistant Superintendent, the District Treasurer, the Administrative Assistant for Business, the person performing the functions of Bus Garage Manager, substitutes, temporary employees, and the Superintendent of Buildings and Grounds.

Section 3. When new positions are created, the parties will negotiate their exclusion from or their inclusion within the bargaining unit, except that neither party hereby waives its rights to have an issue of exclusion or inclusion resolved by the Public Employment Relations Board.

Section 4. Temporary employees shall not be employed to avoid payment or benefits.

## **ARTICLE IV / PART-TIME EMPLOYEES**

Where part-time employees are granted benefits by this Agreement, such benefits shall be enjoyed on a pro-rata basis. Part-time employees are ineligible for health insurance benefits.

## **ARTICLE V / CSEA RIGHTS**

Section 1. The Employer recognizes the right of the employees to designate representatives of the Civil Service Employees Association, Inc. to discuss working conditions of immediate concern with the Superintendent during the Superintendent's working hours.

Section 2. The CSEA shall have designated bulletin boards in each building upon which notices and CSEA materials may be posted. Objectionable materials, as determined by the building administrator, shall be removed by the CSEA.

Section 3. The CSEA shall have exclusive payroll deduction for membership dues and other authorized deductions for employees and no other organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.

## **ARTICLE V / CSEA RIGHTS (CONTINUED)**

**Section 4.** The period of unchallenged representation status for the CSEA shall be the maximum period permitted by law.

### **Section 5. No Strike Affirmation**

The CSEA affirms that it does not assert the right to strike against the Employer and, it shall not cause, instigate, encourage, or condone a strike against the Employer.

### **Section 6. Personal History Folder**

An employee shall have the right, upon reasonable advance request, to examine his personnel file during normal business hours; provided, however, letters of recommendation relating to the employee's employment shall not be available to the employee. The employee shall be entitled to have a CSEA representative present during such review. An employee shall have the right to respond, in writing, to any material in his personnel file which he has a right to review and any such response shall be included in his personnel file. Except as provided above, a copy of any document commenting about an employee's job performance shall be given to the employee at the time such document is placed in the employee's personnel file.

### **Section 7. CSEA Time**

The employer shall grant to the CSEA, as provided herein, a total of five (5) work days of employee organization leave per contract year for the purpose of attending CSEA-sponsored workshops, meetings, conventions, seminars and other related functions. Employee organization leave shall be leave with pay and shall be applicable to normal business hours. Requests for employee organization leave shall be made to the Superintendent with reasonable advance notice of the purpose, dates and time for which leave is requested.

### **Section 8. Board of Education**

A copy of the agenda, as well as approved Board of Education minutes, shall be made available to the CSEA President in the District Central offices.

### **Section 9. Meeting Space**

With prior approval of the Employer, the CSEA shall have the right to use school buildings for meetings at reasonable times without cost.

## **ARTICLE VI / JOB SECURITY**

**Section 1.** A newly hired employee shall serve a six month probationary period. Such employee shall be either terminated or be made a permanent employee at the end of the six month probationary period. Termination of an employee during or at the conclusion of the six month probationary period is hereby specifically excluded from the grievance and discipline procedures.

## **ARTICLE VI / JOB SECURITY (CONTINUED)**

**Section 2.** Employees currently in the bargaining unit who have been employed for six or more months shall be considered permanent.

**Section 3.** Permanent employees shall not be terminated except for cause as provided in Article XVII, Discipline. The grievance procedure is not applicable to actions taken under Article XVII, Discipline.

## **ARTICLE VII / GRIEVANCE PROCEDURE**

### **Section A. Definitions**

1. (a) A contract grievance is a complaint by an employee of an alleged violation, misapplication or misinterpretation of a specific term or provision of this Agreement; provided, however, a claim of unjust discipline shall be processed in accordance with Article XVII, Discipline, of this Agreement and shall not be subject to the grievance procedure contained in this Article.  
  
(b) A non-contract grievance is a complaint by an employee concerning working conditions that are not included in a specific term or provision of this Agreement. A non-contract grievance may be processed up to and including Level Two, but shall not be subject to arbitration.
2. Days shall mean work days of the grievant.
3. Superintendent shall mean the Superintendent of the School District.
4. Grievant shall mean an individual employee, a group of employees, or the CSEA, Inc.

### **Section B. Purpose and Related Matters**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the relationship between the employer and its employees.
2. Nothing contained herein shall be construed as limiting the right of any individual employee having a grievance to discuss the matter informally with the Superintendent and to resolve the grievance without intervention of the Association.
3. The Employee may withdraw his or her grievance at any stage of the grievance procedure.
4. Notwithstanding any other provision of this Article, a grievant shall not be permitted to allege violations at Level Two or Level Three other than those specified in writing in the grievance filed at Level One.

## **ARTICLE VII / GRIEVANCE PROCEDURE (CONTINUED)**

### **Section C. Procedure - Hearing of Grievances**

1. A grievance must be filed with the Superintendent within ten (10) days after the employee knew or should have known of the act or condition on which the grievance is based. Failure to file within ten (10) days shall result in the grievance being waived.

### **Section D. Procedures – Stages**

#### **LEVEL ONE**

The grievant must submit the grievance, in writing, on a mutually agreed upon form to the Superintendent. A grievance shall identify the specific term or provision of the Agreement or working condition claimed to have been violated. A grievance shall contain a short, plain statement of the grievance, the facts surrounding it and the remedy sought.

The Superintendent shall meet with grievant to resolve the matter. The Superintendent shall have the authority to require the grievant to present pertinent documentation and to present witnesses. The Superintendent shall have the right to conduct an investigation into the matter to the extent that is deemed necessary to resolve the matter. The Superintendent shall, within 10 days after the completion of the hearing and the investigation, notify the grievant, in writing, of his decision.

#### **LEVEL TWO**

(a) If the grievant is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within the five (5) days after the Superintendent's investigation and hearing have been completed, the grievant may, within five (5) days after receipt of the Superintendent's decision or within five (5) days after the time for issuance of the Superintendent's decision has expired, appeal the matter to the Board of Education. Such appeal shall be in writing and shall include a copy of the grievance filed at Level One, a copy of the Level One response and a short, plain statement of the reasons for disagreement with the Level One response.

(b) The Board of Education shall review the grievance file. The review will take place at either a regular or a special Board meeting, in the discretion of the Board, within ten (10) days of receipt of the appeal.

(c) The Board of Education will inform the grievant of its decision, in writing, within fifteen (15) days after the meeting referred to in Level Two (b).

#### **LEVEL THREE**

(a) If the grievant is not satisfied with the disposition of his contract grievance at Level Two, or if no decision has been rendered within fifteen (15) days after the Board of Education meeting at which the contract grievance was reviewed, the CSEA may, within ten (10) days after receipt of the Board's decision or within ten (10) days after the time for issuance of the Board's decision has expired, file for arbitration in accordance with the procedures set forth in the Rules and Regulations of the Public Employment Relations Board, Section 207.4. Notice of intent to proceed to arbitration must be served on the Superintendent within the time limit specified above and must include a proposed statement of the issue to be decided. A non-contract grievance is not subject to arbitration.



## **ARTICLE VII / GRIEVANCE PROCEDURE (CONTINUED)**

### **Section E. Procedures Applicable to Arbitration**

#### **a. Selection of Arbitrators**

1. Selection of arbitrators shall be made pursuant to the procedures set forth in the Rules and Regulations of the Public Employment Relations Board, Sections 207.7 and 207.8.

#### **b. Authority of the Arbitrator**

1. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement. The arbitrator shall confine the decision and award solely to the application and/or interpretation of this Agreement. Where provisions of this Agreement call for the exercise of judgment, the arbitrator shall not substitute his/her judgment for that of the official making such judgment, but shall be confined to a determination as to whether this Agreement has been followed. If the arbitrator determines that this Agreement has not been followed, the arbitrator may fashion an appropriate remedy.

2. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issue.

#### **c. Arbitrability**

1. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall determine initially whether the issue in dispute is arbitrable under the express terms of this Agreement. At the request of either party, such determination shall be made by a written decision and award. Once the arbitrator has determined that the issue is arbitrable in accordance with provisions of this subdivision, the arbitrator shall proceed to determine the merits of the issue.

#### **d. Effect of Decision and Award**

1. The decision and award of the arbitrator shall be final and binding upon the employer, CSEA and the grievant to the extent permitted by provisions of this Agreement and applicable law.

#### **e. Fees and Expenses**

1. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall be responsible for the cost of preparing and presenting its own case.

## **ARTICLE VII / GRIEVANCE PROCEDURE (CONTINUED)**

### **Section F. Miscellaneous Provisions**

#### **a. Time Limits**

1. All of the time limits contained in this Article may be extended by mutual agreement of the parties. Extensions shall be confirmed in writing by the party requesting the extension. Upon failure of the employer or its representatives to provide a response within the time limits provided in this Article, the grievant may appeal to the next Level. Upon failure of the grievant to file a grievance, grievance appeal or notice of intent to proceed to arbitration within the time limits provided in this Article, the grievance shall be deemed to have been withdrawn.

#### **b. Precedent**

1. Grievances resolved at either Level One or Two shall not constitute a precedent in any arbitration proceeding unless agreed to in writing.

#### **c. Retroactivity**

1. A settlement of, or an arbitrator's decision and award upon, a grievance may or may not be retroactive as the equities of each case may demand, but in no case shall such resolution be retroactive to a date earlier than 20 days prior to the date the grievance was first filed.

## **ARTICLE VIII / SENIORITY, VACANCIES AND PROMOTIONS**

### **Section 1. Seniority**

A. Seniority is a right, based upon total length of service to the employer, accruing to employees included in Article III of the Agreement. Seniority entitles employees to preference in job vacancies, assignments, vacations, layoffs, overtime, transfers and promotions. Preference in job vacancies, assignments, transfers and promotions shall be as provided in Section 3(A).

B. Seniority shall be determined by continuous and uninterrupted service to the employer, within a given job title.

C. The District shall maintain a list of initial employment dates for employees of the bargaining unit and said list shall be available for inspection by the members of the bargaining unit. A listing of title seniority will also be maintained and open for employee inspection.

### **Section 2. Posting of Vacancies and Assignments**

A. All job openings (including temporary positions) shall be posted on all CSEA Bulletin Boards at least five (5) school days prior to the date upon which selection for the opening is to be made.

## **ARTICLE VIII / SENIORITY, VACANCIES AND PROMOTIONS (CONTINUED)**

### **Section 2.     Posting of Vacancies and Assignments**

B.     The posting will include the title of the position, job description, salary, time requirements, required qualifications, and, the closing date for applications.

C.     Employees who wish to apply for an opening under this section shall be considered only if they file a timely application with the Superintendent.

### **Section 3.     Selection**

A.     All job vacancies, including assignments, transfers and promotions will be filled by persons possessing the best qualifications as determined by the Superintendent. Where qualifications are equal, seniority shall prevail.

B.     An employee who is promoted to a higher job classification shall serve a probationary period of six (6) months. At the end of the probationary period, or earlier if the District so decides, an employee so promoted will be granted permanent status in the position. Should the Superintendent decide that such a probationary employee is not meeting District standards of performance, said probationary employee shall be returned to his/her former position without loss of seniority rights. Said employee shall be returned to the salary level appropriate to the position to which he/she has been returned.

C.     1.     An employee who is promoted within the terms of this section shall have the right to return to his/her former position without loss of seniority rights. An employee so returning shall return to the salary level appropriate to his/her former positions.

2.     An employee who elects to return as set forth herein (C.1) shall provide the employer with two weeks' notice.

## **ARTICLE IX / LAYOFF AND RECALL**

### **Section 1.     Layoffs**

A.     Seniority for the purpose of Layoffs shall be computed on the basis of job title.

B.     All substitutes, temporary, provisional and probationary personnel within a job title will be laid off before a permanent employee is laid off.

C.     An employee whose position is abolished shall be governed by the appropriate provision of the New York State Civil Service Law (Section 80 and 80-a).

An employee whose position is abolished in the non-competitive or labor class shall have the right to displace the least senior employee in a non-competitive or labor title in which she or he has previously served. Upon the exercise of such "bumping rights", the senior employee will be paid the salary of the person displaced.

If a layoff affects permanent employees, such layoff shall take place on the basis of seniority in the job title.

## **ARTICLE IX / LAYOFF AND RECALL (CONTINUED)**

### **Recall.**

In the event that a job is reinstated within one (1) year of abolition, preference for rehiring will be given to those laid off employees on basis of seniority within the classification at the time of layoff. (Most senior person is first to be called back.)

## **ARTICLE X / TRAINING**

A. This District, in its discretion, may provide in-service training programs to employees. Such programs may be conducted after employee's regular working hours and may consist of up to five (5) hours of each year of the contract.

Each employee shall participate, without additional compensation, in training sessions as directed by the Superintendent.

B. The District shall provide a total of \$500.00 annually, to reflect reimbursement for educational or job-related opportunities which have been previously approved by the Superintendent of Schools.

## **ARTICLE XI / LEAVES**

### **Section 1. Sick Leave**

Full time employees shall receive sick leave on the basis of one day per month in accordance with their work schedule (i.e., ten-month employees shall receive ten sick days per year, twelve-month employees shall receive twelve sick days per year) for their first three years of employment with the District. After three years of employment, ten-month employees shall receive twelve (12) sick days/year and twelve-month employees shall receive fifteen (15) sick days/per/year. Unused sick leave shall be cumulative to 160 days.

#### **Section 1a.**

Sick leave may be used for personal illness and the illness of family members. Family includes Mother, Father, Spouse, Children, Brother, Sister, Grandchildren.

#### **Section 1b.**

Notification of sick leave use shall be made as early as possible to the employee's immediate supervisor.

#### **Section 1c. Section 41J of Retirement and Social Security Law**

Section 41-J of the Retirement and Social Security Law shall apply to unused sick leave at the time of retirement.

#### **Section 1d. Creation of Sick Leave Bank with Language to Consist of the Following:**

## **ARTICLE XI / LEAVES (CONTINUED)**

### **SICK LEAVE BANK**

A sick leave bank has been established for unit members who are disabled for an extended period during the school year. The sick bank shall be made up of unused sick days voluntarily contributed by unit members in September of each year.

#### **Section 1d. Creation of Sick Leave Bank with Language to Consist of the Following:**

### **SICK LEAVE BANK**

The granting of such extended leave benefit shall be subject to the following conditions:

1. The Member's accumulated sick, personal, and vacation leave is exhausted.
2. The Member provides the sick bank committee with acceptable medical evidence of the extended nature of the disability. The District may require an examination by another physician.

### **THE SICK BANK POLICY IS AS FOLLOWS:**

- a. **ADMINISTRATION OF SICK BANK:** A three person committee shall administer the sick bank program. Two members of the committee will be appointed by CSEA and one member will be appointee by the Superintendent. The committee will accept requests, and rule on their merit, maintain records of accumulation of days and subsequent use, and report to the CSEA and Superintendent annually on the affairs of the Sick Leave Bank. They will also be charged with establishing a procedure whereby unit members can contribute days to the sick bank with an accompanying adjustment in their individual sick leave allotment. A pattern of habitual sick day use may result in refusal of sick bank time.
- b. **ELIGIBILITY**
  1. Members in their first year of employment of the CSEA Unit are eligible to receive a maximum of ten (10) days from the sick bank in the course of a school year if the governing conditions are met.
  2. Members in their second year of employment are eligible to receive a maximum of fifteen (15) days from the sick leave bank in the course of a school year if the governing conditions are met.
  3. Members in their third year of employment are eligible to receive a maximum of twenty (20) days from the sick leave bank in the course of a school year if the governing conditions are met.
  4. Members commencing their fourth year of service with the District and those with service beyond four years, are eligible to receive a maximum of thirty (30) days from the sick leave bank in the course of a school year provided the governing conditions are met. Part-time employees may be eligible for prorated benefits. Additional time may be allowed in extreme circumstances.

## **ARTICLE XI / LEAVES (CONTINUED)**

### **c. SOURCE OF SICK BANK DEPOSITS**

**DEFINITION OF DAYS:** Days shall be prorated based upon the work day of an employee (e.g. 3, 6, 6.5, 7, 8 hours).

1. The maximum number of days each unit member may contribute to the sick bank in any school year is three (3).
2. Replenishment of the sick bank will occur when the accumulated hours decreases to 250. At that time all participating members will contribute one (1) additional day.
3. To establish the bank and/or to establish eligibility in the bank, members must contribute two (2) sick days. Participation is purely voluntary.
4. Any member who receives sick bank time agrees to repay the sick bank at the rate of two (2) days per year until days are repaid.

### **GENERAL RULES**

1. Any changes to the rules of the sick bank shall be submitted to the sick bank committee who, in turn, will submit said recommendations to the Superintendent and CSEA for study and possible mutual agreement.
2. Unit members are eligible for sick bank benefits to cover:
  - a. extended personal illnesses; and/or,
  - b. catastrophic illness of family. "Family" includes spouse, children, and/or other family members residing in the household. Such use shall be limited to ten (10) days upon the approval by the Sick Bank Committee. Additional time may be allowed in extreme circumstances.

### **Section 2. Personal Leave**

All twelve-month employees shall be granted three (3) personal days per year. Ten-month employees shall be granted three (3) personal days per year. All unused personal days shall be added to the employee's accumulated sick leave provided that the maximum number of cumulative sick days allowed under Section 1 of this Article has not been met. Notification for leave must be submitted 72 hours in advance to immediate Supervisor; members of the CSEA are not eligible for personal days on a day immediately before or after a holiday or vacation, unless approved in advance by the Superintendent of Schools or unless an emergency exists. All personal leaves are to be approved or disapproved by the Superintendent of Schools.

### **Section 2a.**

Personal leave shall be granted for such business as cannot be conducted outside working hours.

## ARTICLE XI / LEAVES (CONTINUED)

### Section 3.     Bereavement Leave

All employees shall receive three (3) days each year, per occasion, to be used due to the death of a member of the employee's "immediate family". "Immediate family" shall include mother, father, sister, brother, husband, wife, child, grandparent, mother-in-law and father-in-law, or other person(s) currently living in the household of the employee.

All employees shall receive up to **three (3) days** per year due to the death of a sister-in-law or brother-in-law.

### Section 4.     Jury Leave

All employees shall be granted their regular rate of pay for such leave. Compensation received for jury duty shall be given to the employer. Mileage allowances shall be kept by the employee.

### Section 5.     Vacation

Twelve-month employees shall accrue vacation leave as follows:

|   |             |
|---|-------------|
| Upon completion of one year of service        | - 5 days    |
| Upon completion of two years of service       | - 10 days   |
| Upon completion of five years of service      | - 15 days ✓ |
| Upon completion of eleven years of service    | - 16 days   |
| Upon completion of twelve years of service    | - 17 days   |
| Upon completion of thirteen years of service  | - 18 days   |
| *Upon completion of fourteen years of service | - 19 days   |
| Upon completion of fifteen years of service   | - 20 days   |

At least one (1) week of which shall be taken during July or August at the approval of the District. Employees who work less than twelve (12) months do not receive vacation benefits.

Section 6a.     Movement on the vacation schedule shall be earned on the employee's anniversary date.

Section 6b.     With prior Board of Education approval, vacation time may be used to extend sick leave due to prolonged illness.

Section 6c.     Unused vacation leave not to exceed a total of two (2) weeks, may not be accumulated, unless approved in advance by Superintendent of Schools.

Section 6d.     Requests for use of vacation time shall be made in writing at least two weeks prior to intended use and must be approved by the Superintendent. An employee who provides such two weeks' notice of intended vacation use shall receive pay for the vacation immediately prior to the start of the vacation.

Section 6e.     Seniority shall prevail in vacation scheduling.

## ARTICLE XI / LEAVES (CONTINUED)

### Section 7. Child Care Leave

1. An employee may be granted a leave of absence without pay for the purpose of caring for a newborn or newly adopted pre-school child for a period of not more than one year.
2. An employee shall be entitled to paid sick leave for periods of illness or disability arising from pregnancy only during the time period for which she receives a physician's certification and only to the extent of the number of sick leave days accumulated. Said employee shall be entitled to commence an unpaid child care leave after such period of disability. During such unpaid child care, the employee shall not be entitled to use paid sick leave.
3. An employee on child care leave must notify the Superintendent 90 days before the expiration of such leave as to whether (s)he is returning to work.

### Section 8. Holidays

All 12-month employees shall be granted the following paid holidays:

New Year's Day  
Martin Luther King Day  
Washington's Birthday or Lincoln's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day (and either the day before or the day after)

Section 8a. Employees required to work on any of these holidays shall be assigned a compensatory day.

### Section 9. Workers' Compensation

Any employee who is injured on the job shall be entitled to use his/her accumulated sick leave during any period of disability. Any Worker's Compensation award received by any employee who is using accumulated sick leave for disability purposes shall be immediately delivered to the office of the Superintendent of Schools, at which time the award shall become District property. Upon receipt of such award, the District shall recredit the employee's available sick leave time on a prorated basis (e.g., an employee who receives 60% of his/her net pay from a Worker's Compensation award which has become the property of the District shall have his/her sick leave recredited at a rate of 60% per day for each day of disability for which the employee has used his/her accumulated sick leave). Once an employee's accumulated sick leave is exhausted, (s)he shall be entitled only to compensation from any sources for which (s)he is eligible.



## **ARTICLE XI / LEAVES (CONTINUED)**

### **Section 10. Leaves of Absence**

A leave of absence without pay or increment, of no more than one year's duration, will be granted, upon request of the employee and with the approval of the Superintendent and the Board.

Section 10a. All personal, and/or vacation leave, must be exhausted prior to requesting an unpaid leave of absence. Not more than one unpaid leave of absence will be approved per year.

## **ARTICLE XII / RETIREMENT AND INSURANCE BENEFITS**

### **Section 1. Retirement**

(a) The Employer shall continue the benefits of Section 75-c of the Retirement and Social Security Law for eligible participating employees. Employees participating in these benefits after July 1, 1976, shall contribute in accordance with appropriate legislation.

(b) Effective July 1, 1986, the Employer shall take appropriate action to extend the benefits of Section 75-g of the Retirement and Social Security Law to employees eligible to participate. The Employer shall also provide the death benefit provided in Section 60-b of the State Retirement Plan to all eligible employees.

(c) Teaching assistants shall be members of the New York State Teachers Retirement System and the District agrees to make the required Employer contribution as indicated by an employee's tier membership.

### **Section 2. Hospitalization**

- a. The District shall provide all full-time employees with a health insurance plan selected by the District, with benefits equivalent to those currently being received. The current health insurance plan, which may be changed by the District, is the "indemnity plan" provided through the Fulmont Health Trust and administered by Blue Cross/Blue Shield of Utica-Watertown.
- b. The District shall also provide a PPO plan, which shall be the PPO plan offered by the Fulmont Health Trust (or equivalent) and HMO plans offered by other health insurance providers.
- c. Effective October 1, 2004, all new employees to the District will be offered health insurance under the District's PPO or HMO plans at the contribution rates stipulated below. Effective October 1, 2004 new employees to the District shall not be entitled to health insurance coverage under the "indemnity plan".
- d. The Board of Education shall pay 100% of the premiums for the employee and 50% of the premium for the employee's dependent coverage. For employees hired subsequent to July 1, 1995, the Board of Education shall pay 80% of the premium for the employee and 50% of the premium for the employee's dependent coverage. Part-time employees do not receive health coverage.

## **ARTICLE XII / RETIREMENT AND INSURANCE BENEFITS (CONTINUED)**

Internal Revenue Code 125 Plan Unit members shall be offered inclusion in the District's Internal Revenue Code 125 Plan, scheduled for implementation in the 1997-98 school year.

Insurance Waiver CSEA employees who are participating in the Board health insurance plan ("the plan") shall be eligible for a yearly stipend of \$800 in return for waiving coverage under the plan for the current school year. To be eligible for the yearly stipend of \$800 in return for waiving coverage, a person must demonstrate that he/she has health insurance coverage from another source.

Any eligible member desiring to exercise this option must notify the business administrator in writing on or before June 1.

The stipend for waiving insurance coverage shall be paid as follows: 50% (i.e., \$400) to be paid on or about October 15 and 50% (i.e., \$400) to be paid on or about March 15 each year a waiver of coverage is claimed.

Any member who has waived health insurance coverage pursuant to this Article and subsequently elects to have such coverage reinstated shall notify the business administrator in writing. The Board shall make an immediate request to the carrier for reinstatement. Carrier has final say on whether to permit inclusion. The unit member shall reimburse the Board, from the time of reinstatement, on a pro-rata basis, 1/12 of the \$800 for each month remaining in the school year in which the reinstatement become effective. Such reimbursement may be collected by the Board through payroll deductions.

### **Insurance Waiver**

The District and the CSEA agree to continue discussion relative to increasing the amount of the stipend for employees who participate in the waiver program. Revisions to the clause, will be modeled after any language change to a similar clause between the District and the Broadalbin-Perth Teachers Association, and will be agreed upon through a memorandum of agreement.

### **Retirees**

The District shall pay fifty-five (55%) of the cost of the individual health insurance premium for a retired employee and forty (40%) of the cost of the retired employee's dependent health insurance premium.

### **Section 3. Unused Sick Leave at Retirement**

An employee who retires with ten (10) or more years of service to the District shall be paid \$30.00 for each day of sick leave unused as of the effective date of their retirement, up to a maximum of one-hundred twenty (120) days. Such payment shall be made on the date the employee's retirement becomes effective.

## ARTICLE XIII / WORK SCHEDULE BY JOB TITLE

### Section 1.

#### Mechanic's Helper

8 hours/day, 40 hours/week  
12 months/year  
Lunch period - 1 hour  
52 weeks x 40 hours/week = 2080 hours

### Section 2.

#### Maintenance Mechanic

8 hours/day, 40 hours/week  
12 months/year  
Lunch period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

#### Part-Time Custodial Worker

4 hours/day, 20 hours/week during school  
8 hours/day, 40 hours/week summer  
12 months/year  
Lunch period - ½ hour  
42 weeks x 20 hours + 10 weeks x 40 hours = 1240 hours

#### Part-Time Custodian

4 hours/day, 20 hours/week during school  
8 hours/day, 40 hours/week summer  
12 months/year  
Lunch period - ½ hour  
42 weeks x 20 hours + 10 weeks x 40 hours = 1240

#### Custodial Worker

8 hours/day, 40 hours/week  
10 months/year  
Lunch period - ½ hour  
182 days x 8 hours/week = 1456 hours

#### Custodian

8 hours/day, 40 hours/week  
12 months/year  
Lunch period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

#### Custodial/Bus Driver

8 hours/day, 40 hours/week  
12 months  
Lunch period ½ hour  
52 weeks x 40 hours/week = 2080 hours

#### Custodial Worker

8 hours/day, 40 hours/week  
12 months/year  
Lunch period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

#### Cleaner

8 hours/day, 40 hours/week  
Lunch period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

## ARTICLE XIII / WORK SCHEDULE BY JOB TITLE (CONTINUED)

### Section 3.

#### Food Service

6 hours/day  
Work year based on school calendar  
 $180 \text{ days} \times 6 \text{ hours/day} = 1080 \text{ hours}$

5 hours/day  
Work year based on school calendar  
 $180 \text{ days} \times 5 \text{ hours/day} = 900 \text{ hours}$

3 hours/day  
Work year based on school calendar  
 $180 \text{ days} \times 3 \text{ hours/day} = 540 \text{ hours}$

#### Food Service Worker

7 hours/day  
Work year based on school calendar  
 $180 \text{ days} \times 7 \text{ hours/day} = 1260 \text{ hours}$

6 ½ hours/day  
Work year based on school calendar  
 $180 \text{ days} \times 6 \frac{1}{2} \text{ hours/day} = 1170 \text{ hours}$

#### Assistant Cook

6 ½ hours/day  
 $180 \text{ days} \times 6 \frac{1}{2} \text{ hours/day} = 1170 \text{ hours}$

#### Cook

6 ½ hours/day  
 $180 \text{ days} \times 6 \frac{1}{2} \text{ hours/day} = 1170 \text{ hours}$

#### Cook Manager

6 ½ hours/day  
 $180 \text{ days} \times 6 \frac{1}{2} \text{ hours/day} = 1170 \text{ hours}$

### Section 4.

#### Office Personnel

a) Work year based on school calendar  
Lunch period - ½ hour  
 $180 \text{ days} \times 7 \text{ hours/day} = 1260 \text{ hours}$

b) Guidance Secretaries  
8 hours/day  
Work year of 12 months  
Lunch Period - ½ hour  
 $52 \text{ weeks} \times 40 \text{ hours/week} = 2080 \text{ hours}$

c) Secretary  
8 hours/day  
Work year of 12 months  
Lunch Period - ½ hour  
 $52 \text{ weeks} \times 40 \text{ hours/week} = 2080 \text{ hours}$

## ARTICLE XIII / WORK SCHEDULE BY JOB TITLE (CONTINUED)

### Section 4.

d) Secretary  
8 hours/day Work year of 11 months  
Lunch period - ½ hour  
200 days x 8 hours/day = 1600 hours

e) Stenographer  
Work year of 11 months  
8 hours/day  
Lunch period - ½ hour  
200 days x 8 hours/day = 1600 hours

f) Payroll/Account Clerk  
8 hours/day  
12 months/year  
Lunch period - ½ hour  
52 weeks x 40 hours/week = 2080 hours

### Section 5.

#### Nurse

7.5 hours/day  
Work year based on school calendar  
Lunch Period - ½ hour  
180 days x 7.5 hours/day = 1350 hours

### Section 6.

#### Monitor/Clerk/Aide

7 hours/day  
Work year based on school calendar  
Lunch period - ½ hour  
180 days x 7 hours/day = 1260 hours

### Section 7.

#### Teaching Assistant

7 hours/day  
Work year based on school calendar  
Lunch Period - ½ hour  
182 days x 7 hours/day = 1274 hours

Teaching Assistants shall be provided a 30-minute planning period each day. The District shall determine when the 30-minute planning period shall commence and when it shall terminate.

Section 8. Nothing in this Article shall be interpreted to restrict the District's right to abolish any positions or reduce the number of hours of any of the positions listed in this Article.

Section 9. The District shall notify CSEA, Inc. and the affected employees at least two weeks prior to the implementation of any scheduled changes.

### **ARTICLE XIII / WORK SCHEDULE BY JOB TITLE (CONTINUED)**

Section 10. There will be 177 instructional days or 178 instructional days if there is one (1) unused snow day

Section 10.1 There will be four (4) snow days

Section 10.1.1 If there is one (1) unused snow day, it will become an instructional day

Section 10.1.2 If there is one (1) unused snow day, 180, 182, and 200 day employees, will receive per diem compensation for the additional work.

### **ARTICLE XIV / OVERTIME**

Section 1. It is recognized that from time to time there will be situations requiring overtime work. The CSEA will assure that employees will be available to work overtime as required and as needed.

Section 2. Overtime will be scheduled by the Employer. Overtime will be scheduled based upon the skill required to fit the overtime situation. The employer shall rotate assignment of overtime by seniority and shifts.

Section 3. Employees will be paid at their regular rate of hourly pay for all hours worked up to and including forty (40) hours in a calendar week, and time and one-half for all hours worked over forty.

### **ARTICLE XV / COMPENSATION**

#### **Section 1.**

- a) Year One: The base hourly rate for a person employed by the Broadalbin-Perth C.S.D. on June 30, 2004, shall be increased by \$.60 per hour effective July 1, 2004.
- b) Year Two: Effective July 1, 2005, the increase shall be \$.65 per hour.
- c) Year Three: Effective July 1, 2006, the increase shall be \$.75 per hour.
- d) Year Four: Effective July 1, 2007, the increase shall be \$.75 per hour.

#### **Section 2.** Tuition Reimbursement

Teaching Assistants shall be reimbursed for fifty percent (50%) of the tuition cost of successfully completed job related courses taken with prior approval of the Superintendent, to a maximum of two (2) courses or six (6) college credits.

#### **Section 3.** Salary Adjustment

The District shall pay Teaching Assistants used in a substitute teaching capacity the full non-certified teacher substitute rate for a full day of work or the Teaching Assistant's regular salary, whichever is higher.

## **ARTICLE XV / COMPENSATION (CONTINUED)**

### **Section 3.     Salary Adjustment**

A Teaching Assistant used in a long term per diem substitute teaching capacity shall receive the substitute rate for non-certified per diem substitutes or the Teaching Assistant's regular salary, whichever is higher (i.e., the non-certified substitute teacher rate for the first ten (10) days in a continuous assignment and \$80 per day for the 11<sup>th</sup> day and each day thereafter in such continuous assignment).

The District shall have the discretion to designate one or more certified employees to perform the duties required with respect to the certified areas of confined spaces, pesticides and asbestos. Each employee so designated shall be paid a \$100 stipend for each certified area to which (s)he is designated.

### **Section 4.     Longevity**

| <u>Years of Service</u> | <u>Longevity Payment</u> |
|-------------------------|--------------------------|
| 5-9                     | \$350                    |
| 10-14                   | \$500                    |
| 15-19                   | \$650                    |
| 20 and beyond           | \$800                    |

The longevity payment is an annual bonus to be paid in addition to employee salaries. The longevity payment will not be incorporated into employee base salaries.

## **ARTICLE XVI / MISCELLANEOUS**

### **Section 1.     Out-of-Title Work**

Employees assigned duties in a higher job classification for more than one (1) day shall be paid the higher rate of pay beginning with the second day of such assignment.

### **Section 2.     Labor-Management Committee**

The parties hereto will establish a committee comprised of the Superintendent or his designee and two (2) members selected by the CSEA. The committee will meet from time to time to discuss matters of mutual concern to the parties.

### **Section 3.     Shift Differential**

Second shift -- 10:30 AM - 7:00 PM = 4%  
Third shift    -- 2:00 PM - 10:30 PM = 8%

Effective July 1, 2000, the parties agree that the employees moving from night to day shift shall continue to receive the salary differential, after serving one (1) continuous year of night shift duty.

## ARTICLE XVI / MISCELLANEOUS (CONTINUED)

### Section 4.     Physical Examination

Employees required by the employer to take physical examinations shall do so at the employer's expense, provided that the employee agrees to be examined by the school physician.

### Section 5.     Accidents

All job-related accidents and injuries on school property must be reported to the School Nurse and Business Office as soon as possible. It will be the individual's responsibility to report such injuries.

### Section 6.     Seniority Roster

A seniority roster shall be prepared by the Unit President and such roster shall list all the employees in the bargaining unit in accordance with seniority on a job title basis.

### Section 7.     Call-in Pay

Employees called in to start and finish work after the end of their normal work day shall be guaranteed (a) travel time; (b) actual time worked; and (c) one hour of inconvenience pay. "End of normal workday" applies when an employee who has left work for the day and is required to return after having left the work location. This differs from an extension of the workday, which is overtime.

### Section 8.     Uniforms

Each custodian, maintenance mechanic, custodial worker, and cleaner shall receive a uniform allowance of two hundred (\$200) during the 2004-05 school year. Each cafeteria employee shall receive a uniform allowance of one hundred thirty-five (\$135) dollars during the 2004-05 school year. During the 2004-2005 school year, the District and the CSEA will establish a committee to review uniforms options, and come to agreement, for mutually acceptable uniforms for the custodial and food service staff. Beginning with the 2005-2006 school year the District, at its expense shall provide and maintain uniforms for the custodial and food service staff. The District, at its expense, shall also provide and maintain uniforms for Mechanics. Each employee receiving a uniform allowance and each employee to whom a uniform is provided by the District shall wear his/her uniform on a daily basis while school is in session. Any employee who fails to wear such uniform shall be subject to discipline.



## **ARTICLE XVI / MISCELLANEOUS (CONTINUED)**

### **Section 9.      Snow Days**

**Section 9.1**      All 12 month custodial staff members are required to work on snow days, following notification through the use of the Buildings and Grounds phone tree, according to the following schedule:

Day shift:       6:00 AM through the completion of assigned work or 12:00 noon,  
                          whichever is later.

Evening shift: 8:00 AM through the completion assigned work or 2:00 PM,  
                          whichever is later.

In addition, some staff may be called for overtime prior to, or after, their assigned shift according to the weather condition and needs of the District.

**Section 9.2**      All other twelve-month employees will work their regular work hours.

### **Section 10.     Hold Harmless**

The District and the Association further agree, with respect to former employees of the Perth Central School District, that:

a)       Employees with at least two (2) years of service but less than seven (7) years of service will continue to annually receive ten (10) days of paid vacation leave.

b)       Employees who contribute one-third (1/3) of the cost of health insurance coverage shall continue to do so. Employees who are exempt from contributing to the cost of dependent health insurance coverage shall continue to be.

### **Section 11.**

Parity for chaperon activities as assigned by District.

### **Section 12.     Teacher Assistant Evaluation**

12.1       Teacher Assistants are eligible for tenure after successfully completing a three-year probationary appointment.

12.2       Teacher Assistants, while on a probationary appointment, will be subject to one (1) supervisory visit from the building administrator per year. Notes from the observation shall be written, utilizing the form mutually agreed upon by the District and the CSEA. In addition, the form shall be shared with the employee and placed in his/her personnel file.

12.3       Each Teacher Assistant, shall receive a yearly summative evaluation from the building administrator, utilizing the form mutually agreed upon by the District and the CSEA.

## ARTICLE XVII / DISCIPLINE

### Section 1. Purpose

The purpose of the Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counseling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the Superintendent, or designee, is encouraged to resolve matters of discipline informally; provided, however, such informal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the Superintendent, or designee, to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

### Section 2. Definitions

- a. **"Discipline"** shall be defined as the imposition of a penalty by means of the procedure specified in Section 4.
- b. **"Days"** shall mean working days, Monday through Friday, excluding holidays.
- c. **"Service"** shall mean the act of delivering, in accordance with provisions of the Article, a notice of discipline. Service shall be effective three days from the time of personal service or in the event of mailing, which shall be by certified or registered mail, return receipt requested, three days from the date the employee or any other person accepting delivery has signed the return receipt or the date the notice is returned to the Superintendent, or designee, undelivered.
- d. **"Party"** shall mean the District and either the employee upon whom discipline is sought to be imposed or the employee's representative selected pursuant to Section 8 of this Article.

### Section 3. Applicability

This article replaces Civil Service Law, Sections 75 and 76.

Discipline shall be imposed upon employees only pursuant to this Article; provided, however, that provisions of this Article shall not apply to the termination of employees serving on temporary or probationary appointments which may be terminated at any time.

### Section 4. Disciplinary Procedure

- a. Discipline shall be imposed only for just cause. Where the Superintendent, or designee, seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee in person or by registered or certified mail, return receipt requested, to the employee's address of record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct including reference to dates, times and places.

## **ARTICLE XVII / DISCIPLINE (CONTINUED)**

### **Section 4. Disciplinary Procedure**

b. The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 10 days of service of the notice of discipline, or (2) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled.

c. The notice of discipline may be the subject of a disciplinary grievance which shall be filed with the Superintendent, or designee, in person or by registered or certified mail, return receipt requested, by the employee, or the employee's representative, on a disciplinary grievance form to be provided by the District, within 10 days of the date of service of notice of discipline. The employee, or the employee's representative, shall be entitled to a meeting to present the employee's position to the Superintendent, or designee, within 10 days of the date of filing of the disciplinary grievance. The purpose of the meeting shall be the possible adjustment of the matter and need not involve the presentation of evidence or specification of particulars by either party. The meeting provided for herein may be waived by the employee, in writing, on the grievance form, only in accordance with provisions of Section 7(b).

If the meeting has not been waived but cannot be held within 10 working days of the date of filing of the disciplinary grievance by reason of the unavailability of the employee, or the employee's representative, or on such other date as may be mutually agreed upon, the Superintendent, or designee, may, at the option of the Superintendent, or designee, review the disciplinary grievance on the basis of the existing record. The Superintendent, or designee, shall provide the employee, or the employee's representative, with a response in writing by registered or certified mail, return receipt requested, within five days of the meeting or review.

d. If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee, or the employee's representative, within 10 days of receipt of the response of the Superintendent, or designee. Notice of appeal to disciplinary arbitration shall be served in person or by registered or certified mail, return receipt requested, upon the Superintendent, or designee.

e. Selection of a disciplinary arbitrator shall be made pursuant to the procedures set forth in the Rules and Regulations of the Public Employment Relations Board, Section 207.7 and 207.8.

f. The disciplinary arbitrator shall hold a hearing within 10 days of appointment, or as soon thereafter as practical, or within such other period as may be mutually agreed upon by the parties, recognizing, however, that except in unusual circumstances a hearing should be concluded within 30 days of the appointment of the arbitrator. The disciplinary arbitrator shall render a decision within five days of the close of the hearing, or within five days after receipt of the transcript, if either party elects a transcript, or within such other time as may be mutually agreed upon by the parties.

## **ARTICLE XVII / DISCIPLINE (CONTINUED)**

### **Section 4.     Disciplinary Procedure**

g.     Either party wishing a transcript of a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator; provided, however, the decision to make a transcript must be announced at the beginning of the hearing and the transcript must cover the entire hearing, not just a portion thereof. Delays in the preparation of a transcript shall not constitute a basis for delays in scheduling hearing dates.

h.     The disciplinary arbitrator shall be confined to determinations of guilt or innocence and the appropriateness of proposed penalties. The disciplinary arbitrator may consider issues of timeliness but shall not consider alleged violations of provisions of this Agreement, which shall be subject only to the provisions of Article VII, Grievance Procedure, of this Agreement. The disciplinary arbitrator shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension, pursuant to Section 7 of this Article, shall be final and binding on both parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, the arbitrator may consider such suspension in determining the penalty to be imposed.

i.     All fees and expenses of the arbitrator, if any, shall be divided equally between the District and CSEA or the employee if not represented by CSEA. Each party shall bear the cost of preparing and presenting its own case.

### **Section 5.     Settlements**

a.     A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing on the disciplinary grievance form to be provided by the District. An employee offered such a settlement shall be offered a reasonable opportunity to have a representative present before the employee is required to execute it.

### **Section 6.     Effect of Settlement and Arbitrator's Award**

a.     All settlements and arbitrators' awards shall be final and binding upon the District, CSEA, the employee and the employee's representative if other than CSEA.

### **Section 7.     Suspension Before Notice of Discipline**

a.     Prior to issuing a notice of discipline or the completion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended, with or without pay, by the Superintendent, or designee. A notice of discipline shall be served no later than five days following any such suspension.

## **ARTICLE XVII / DISCIPLINE (CONTINUED)**

### **Section 7.      Suspension Before Notice of Discipline**

b.      Where an employee has been suspended, the employee may, in writing, waive the meeting with the Superintendent, or designee, at the time of filing a disciplinary grievance. In the event of such waiver, the employee shall file the disciplinary grievance form, within the prescribed time limits for filing a grievance with the Superintendent, or designee, in accordance with the provisions of Section 4(c).

### **Section 8.      Representation**

a.      An employee may represent himself/herself or be accompanied for purposes of representation by CSEA or counsel at any stage of the disciplinary procedure contained in this Article; provided, however, an employee's representative may only act on the employee's behalf, in the absence of the employee, upon mutual agreement of the parties.

### **Section 9.      Limitation**

a.      An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

### **Section 10.     Miscellaneous Provisions**

#### **a.      Mailing**

1.      All disciplinary grievances, responses and appeals to disciplinary arbitration, shall be transmitted in person or by certified or registered mail, return receipt requested.

2.      In the event of a question of timeliness of any disciplinary grievance, response, or appeal to disciplinary arbitration, the date of delivery in person or the date of delivery appearing on the return receipt shall be determinative.

## **ARTICLE XVIII / SAVINGS CLAUSE**

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, then such article, section or portion specified in such decision or having such effect shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect.

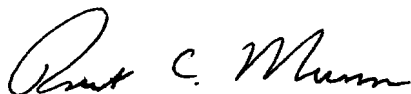
**ARTICLE XIX / LEGISLATIVE ENACTMENT**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE XX / TERM OF AGREEMENT**

This Agreement shall become effective on July 1, 2004, and shall continue in full force and effect up to and including June 30, 2008, and thereafter from year to year until a successor agreement is executed.

FOR THE DISTRICT



ROBERT C. MUNN  
Superintendent  
Broadalbin-Perth Central School District

FOR CSEA



BOBETTE BOGARDUS  
President, CSEA  
Broadalbin-Perth Central School District Unit

DATED: 12/22/04

DATED: 12/22/04

**APPENDIX A**  
**SALARY SCHEDULE**  
**2004 - 2008**

| <b><u>TITLE</u></b>   | <b><u>04-05</u></b> | <b><u>05-06</u></b> | <b><u>06-07</u></b> | <b><u>07-08</u></b> |
|-----------------------|---------------------|---------------------|---------------------|---------------------|
| CLEANER               | 7.69                | 8.19                | 8.69                | 9.29                |
| CUSTODIAL WORKER      | 7.96                | 8.46                | 8.96                | 9.56                |
| CUSTODIAN             | 8.20                | 8.70                | 9.20                | 9.80                |
| CUSTODIAN/BUS DRIVER  | 10.46               | 10.96               | 11.46               | 12.06               |
| TYPIST                | 8.12                | 8.62                | 9.12                | 9.72                |
| SR. TYPIST            | 8.43                | 8.93                | 9.43                | 10.03               |
| STENOGRAPHER          | 10.05               | 10.55               | 11.05               | 11.65               |
| MONITOR/CLERK/AIDE    | 7.82                | 8.32                | 8.82                | 9.42                |
| FOOD SERVICE HELPER   | 7.55                | 8.05                | 8.55                | 9.15                |
| ASST. COOK            | 7.89                | 8.39                | 8.89                | 9.49                |
| COOK                  | 8.31                | 8.81                | 9.31                | 9.91                |
| COOK MANAGER          | 10.64               | 11.14               | 11.64               | 12.24               |
| NURSE                 | 15.00               | 15.50               | 16.00               | 16.60               |
| MECHANIC, BUS         | 11.27               | 11.77               | 12.27               | 12.87               |
| MAINTENANCE MECHANIC  | 15.00               | 15.50               | 16.00               | 16.60               |
| TEACHER ASSISTANT     | 8.94                | 9.44                | 9.94                | 10.54               |
| PAYROLL/ACCOUNT CLERK | 9.15                | 9.65                | 10.15               | 10.75               |

The District reserves the right to re-open negotiations on the starting salaries throughout the term of this contract

